

COUNTY FOREST COMPREHENSIVE LAND USE PLAN

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CHAPTER 1000

APPENDIX

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1000 RESOURCE MAPS AND TABLES

1000.1 MAP OF COUNTY FOREST LOCATION

[Click here for County Forest Location Map](#)

1000.2 OFFICAL COUNTY FOREST BOUNDARY MAP

[Click here for County Forest Blocking Boundary Map](#)

1005 LAWS AND ORDINANCES

1005.1 COUNTY FOREST LAW (s. 28.11, Wis. Stats)

(Below is the Wisconsin State Statue 28.11)

28.11 ADMINISTRATION OF COUNTY FORESTS

28.11(1) Purpose. The purpose of this section is to provide the basis for a permanent program of county forests and to enable and encourage the planned development and management of the county forests for optimum production of forest products together with recreational opportunities, wildlife, watershed protection and stabilization of stream flow, giving full recognition to the concept of multiple-use to assure maximum public benefits; to protect the public rights, interests and investments in such lands; and to compensate the counties for the public uses, benefits and privileges these lands provide; all in a manner which will provide a reasonable revenue to the towns in which such lands lie.

28.11(2) Defined. "County forests" include all county lands entered under and participating under ch. 77 on October 2, 1963, and all county lands designated as county forests by the county board or the forestry committee and entered under the county forest law and designated as "county forest lands" or "county special-use lands" as hereinafter provided.

28.11(3) Powers of county board. The county board of any such county may:

28.11(3)(a) Enact an ordinance designating a committee to have charge of the county forests and specifying the powers, duties, procedures and functions of such committee. The members of such committee shall be appointed pursuant to s. 59.13 and may include well-qualified residents of the county who are not members of the county board.

28.11(3)(b) Establish regulations for the use of the county forests by the public and to provide penalties for their enforcement.

28.11(3)(c) Appropriate funds for the purchase, development, protection and maintenance of such forests and to exchange other county-owned lands for the purpose of consolidating and blocking county forest holdings.

28.11(3)(d) Enter into cooperative agreements with the department for protection of county forests from fire.

28.11(3)(e) Establish aesthetic management zones along roads and waters and enter into long-term cooperative leases and agreements with the department and other state agencies or federal agencies for the use of the county forests for natural resources research.

28.11(3)(f) Establish transplant nurseries for growing seedlings, from the state forest nurseries, to larger size for planting in county forests, but no ornamental or landscape stock shall be produced in such nurseries.

28.11(3)(g) Establish forest plantations and engage in silviculture, forest management and timber sales.

28.11(3)(h) Engage in other projects designed to achieve optimum development of the forest.

28.11(3)(i) Enter into leases or agreements, for terms not exceeding 10 years, to explore and prospect for ore, minerals, gas or oil upon any county forest lands. These leases or agreements shall contain proper covenants to safeguard the public interests in the lands involved and to guard against trespass and waste. The county board shall require proper security to ensure that the person engaged in exploration or prospecting fully informs the county of every discovery of ore, minerals, gas or oil and restores the land surface to an acceptable condition and value if no discovery of valuable deposit is made or if county forest lands are not withdrawn from entry under this section. Before a lease or agreement under this paragraph is effective, approval of the lease or agreement by the department is required. If the department finds that the proposed lease or agreement fully complies with the law and contains the proper safeguards, it shall approve the lease or agreement.

28.11(3)(j) Enter into leases for the extraction of valuable deposits of ore, minerals, gas or oil upon any county forest land. If the extraction can be accomplished without permanently affecting the surface of the land, extraction leases may be entered into and extraction may

occur while the land remains county forest lands. If the extraction cannot be accomplished without permanently affecting the surface of the land, extraction may not commence until the land is withdrawn as county forest land. Before an extraction lease under this paragraph is effective, approval of the lease by the department is required.

28.11(3)(k) Establish energy conservation projects which permit individual members of the public to remove up to 10 standard cords of wood without charge from county forest lands for individual home heating purposes. The county board shall limit removal of wood for energy conservation projects to wood that is unsuitable for commercial sale. The county board may require a permit to remove wood for energy conservation projects and may charge a fee for the permit to administer projects established under this paragraph. A county board shall restrict participation in projects established under this paragraph to residents, as defined under s. 29.001 (69), but may not restrict participation to residents of the county. No timber sale contract is required for wood removed under this paragraph.

28.11(4) Entry of county forest lands

28.11(4)(a) A county may file with the department an application for entry of county-owned land under this section. Such application shall include the description of the land and a statement of the purposes for which the lands are best suited. Upon the filing of such application the department shall investigate the same and it may conduct a public hearing thereon if it deems it advisable to do so at such time and place as it sees fit.

28.11(4)(b) If after such investigation the department finds that the lands constitute a well blocked county forest unit or that they block in with other established county forest lands and are otherwise suitable for the purposes of this section it shall make an order of entry designating such lands as county forest lands. All county lands entered under and participating under ch.77 on October 2, 1963 shall be designated "county forest lands" without further order of entry.

28.11(4)(c) If the department finds that the lands are not suited primarily for timber production and do not otherwise qualify for entry under par. (b) but that they are suitable for scenic, outdoor recreation, public hunting and fishing, water conservation and other multiple-use purposes it shall make an order of entry designating such lands as "county special-use lands".

28.11(4)(d) A copy of the order of entry shall be filed with the county clerk and the county forestry committee, and the order shall also be recorded with the register of deeds.

28.11(4)(e) From and after the filing of such order of entry, the lands therein described shall be "county forest lands" or "county special-use lands", as the case may be, and shall so remain until withdrawn as hereinafter provided.

28.11(4)(f) The department may construct and use forest fire lookout towers, telephone lines and fire lanes or other forest protection structures on any lands entered under this section and the county clerk of such county shall execute any easement on or over such lands which the department may require for forest protection. The general public shall enjoy the privilege of entering such lands for the purpose of hunting, fishing, trapping and other recreation pursuits subject to such regulation and restrictions as may be established by lawful authority.

28.11(5) Management.

28.11(5)(a) On or before December 31, 2005, a comprehensive county forest land use plan shall be prepared for a 15-year period by the county forestry committee with the assistance of technical personnel from the department and other interested agencies, and shall be approved by the county board and the department. The plan shall include land use designations, land acquisition, forest protection, annual allowable timber harvests, recreational developments, fish and wildlife management activities, roads, silvicultural operations and operating policies and procedures; it shall include a complete inventory of the county forest and shall be documented with maps, records and priorities showing in detail the various projects to be undertaken during the plan period. The plan may include an application for aids under s. 23.09 (17m). The application will be considered an annual application for these aids during the 15-year period of the plan. The initial plan may be revised as changing conditions require. Upon the expiration of the initial 15-year plan period, and upon expiration of each subsequent 15-year plan period, the plan shall be revised and shall be in effect for another 15-year period. If a plan under this paragraph is not revised upon expiration of the 15-year plan period, or if a plan under s. 28.11 (5) (a), 2003 stats., is not revised on or before December 31, 2005, that plan shall remain in effect until such time as that plan is revised and the revised plan takes effect.

28.11(5)(b) An annual work plan and budget based upon the comprehensive plan shall be prepared by the county forestry committee with the assistance of a forester of the department.

The plan shall include a schedule of compartments to be harvested and a listing by location of management projects for the forthcoming year. In addition the plan shall include other multiple-use projects where appropriate. A budget, listing estimated expenditures for work projects, administration and protection of the forest, shall accompany the annual plan both to be submitted to the county board for approval at the November meeting.

28.11(5m) County forest administration grants.

28.11(5m)(a) The department may make grants, from the appropriation under s. 20.370 (5) (bw), to counties having lands entered under sub. (4) to fund all of the following for one professional forester in the position of county forest administrator or assistant county forest administrator:

28.11(5m)(a)1. Up to 50 percent of the forester's salary.

28.11(5m)(a)2. Up to 50 percent of the forester's fringe benefits, except that the fringe benefits may not exceed 40 percent of the forester's salary.

28.11(5m)(am) The department may make grants, from the appropriation under s. 20.370 (5) (bw), to counties having lands entered under sub. (4) to fund up to 50 percent of the costs of a county's annual dues to a nonprofit organization that provides leadership and counsel to that county's forest administrator and that functions as an organizational liaison to the department. The total amount that the department may award in grants under this paragraph in any fiscal year may not exceed \$50,000.

28.11(5m)(b) The department may not make a grant under this subsection for a year for which the department has not approved the annual work plan that was approved by the county board under sub. (5) (b). The department may not base the amount of a county's grant on the acreage of the county's forest land.

28.11(5m)(c) The department may choose not to make a grant to a county under this subsection if the county board for that county is more than one year delinquent in approving a comprehensive county forest land use plan or revised plan under sub. (5) (a).

28.11(5r) Sustainable forestry grants.

28.11(5r)(a) In this subsection, "sustainable forestry" has the meaning given in s. 28.04 (1) (e).

28.11(5r)(b) The department may make grants, from the appropriation under s. 20.370 (5) (bw), to counties having lands entered under sub. (4) to fund the cost of activities designed to improve sustainable forestry on the lands.

28.11(5r)(c) The department may choose not to make a grant to a county under this subsection if the county board for that county is more than one year delinquent in approving a comprehensive county forest land use plan or revised plan under sub. (5) (a).

28.11(6) Timber sales and cultural cuttings.

28.11(6)(a) Limitations. The county forestry committee is authorized to sell merchantable timber designated in timber sale contracts and products removed in cultural or salvage cuttings. All timber sales shall be based on tree scale or on the scale, measure or count of the cut products; the Scribner Decimal C log rule shall be used in log scaling. All cuttings shall be limited to trees marked or designated for cutting by qualified personnel recognized as such by the department.

28.11(6)(b) Procedures.

28.11(6)(b)1. Any timber sale with an estimated value of \$3,000 or more shall be by sealed bid or public sale after publication of a classified advertisement announcing the sale in a newspaper having general circulation in the county in which the timber to be sold is located. Any timber sale with an estimated value below \$3,000 may be made without prior advertising. Any timber sale with an estimated value of \$3,000 or more requires approval of the secretary.

28.11(6)(b)2. Timber sales shall be subject to presale appraisals by qualified personnel recognized as such by the department to establish minimum sales value. Appraisal methods and procedures shall be approved by the department.

28.11(6)(b)3. No merchantable wood products may be cut on any lands entered under this section unless a cutting notice on forms furnished by the department is filed with and approved by the department. Any unauthorized cutting shall render the county liable to the state in an amount equal to double the stumpage value of the cut products which amount shall be paid by the county to the state. If the county does not pay the amount of such penalty to the state, the department may withhold such amount from future state contributions to the county.

28.11(6)(b)4. Within 90 days after completion of any cutting operation, including timber trespass, but not more than 2 years after filing the cutting notice, the county shall transmit to the department on forms furnished by the department, a report of merchantable wood products cut. The department may conduct any investigations on timber cutting operations that it considers to be advisable, including the holding of public hearings on the timber cutting operations, and may assess severance share payments accordingly.

28.11(6)(c) Exception. Paragraph (b) 1. does not apply to any sale of timber that has been damaged by fire, snow, hail, ice, insects, disease, or wind. Timber damaged in that manner that is located in a county forest may be sold by the county forestry committee for that county on such terms and in such manner as the committee determines is in the best interest of the county.

28.11(7) County forest credit

The department shall set up an account for each county showing the lands entered; the sums previously paid under s. 28.14, 1961 stats.; the sums hereafter paid under this section; the sums previously received in the form of four-fifths severance tax collected pursuant to s. 77.06 (5), 1961 stats.; the sums received as forestry fund severance share under this section; and the sums previously reimbursed to the state on withdrawn lands pursuant to s. 28.12 (4), 1961 stats. Whenever the forestry fund account of any county shows an overpayment of such severance tax or severance share as of June 30 of any year, the department shall return such overpayment to the county. All severance taxes previously paid by any county and deposited in the general fund shall be credited to the forestry fund account of the county. If such credit exceeds the balance due to the forestry fund account from such county, the overpayment shall be credited to the county and applied in lieu of future severance shares due to the state until the county account is balanced.

28.11(8) State contribution.

28.11(8)(a) (a) Acreage payments. As soon after April 20 of each year as feasible, the department shall pay to each town treasurer 30 cents per acre, based on the acreage of such lands as of the preceding June 30, as a grant out of the appropriation made by s. 20.370 (5) (bv) on each acre of county lands entered under this section.

28.11(8)(b) Forestry fund account.

28.11(8)(b)1. A county having established and maintaining a county forest under this section is eligible to receive from the state from the appropriations under s. 20.370 (5) (bq) and (bs) an annual payment as a noninterest bearing loan to be used for the purchase, development, preservation and maintenance of the county forest lands and the payment shall be credited to a county account to be known as the county forestry aid fund. A county board may, by a resolution adopted during the year and transmitted to the department by December 31, request to receive a payment of not more than 50 cents for each acre of land entered and designated as "county forest land". The department shall review the request and approve the request if the request is found to be consistent with the comprehensive county forest land use plan. If any lands purchased from the fund are sold, the county shall restore the purchase price to the county forestry aid fund. The department shall pay to the county the amount due to it on or before March 31 of each year, based on the acreage of the lands as of the preceding June 30. If the amounts in the appropriations under s. 20.370 (5) (bq) and (bs) are not sufficient to pay all of the amounts approved by the department under this subdivision, the department shall pay eligible counties on a prorated basis.

28.11(8)(b)2. The department may allot additional interest free forestry aid loans on a project basis to individual counties to permit the counties to undertake meritorious and economically productive forestry operations, including land acquisitions. These additional aids may not be used for the construction of recreational facilities or for fish and game management projects. Application shall be made in the manner and on forms prescribed by the department and specify the purpose for which the additional aids will be used. The department shall make an investigation as it deems necessary to satisfy itself that the project is feasible, desirable and consistent with the comprehensive plan. If the department so finds, it may make allotments in such amounts as it determines to be reasonable and proper and charge the allotments to the forestry fund account of the county. These allotments shall be credited by the county to the county forestry aid fund. After determining the loans as required under subd. 1., the department shall make the remainder of the amounts appropriated under s. 20.370 (5) (bq) and (bs) for that fiscal year available for loans under this subdivision. The department shall also make loans under this subdivision from the appropriations under s. 20.370 (5) (bt) and (bu).

28.11(8)(b)3. All payments made under this paragraph shall be known as the "forestry fund account".

28.11(9) County forest severance share.

28.11(9)(a) Except as provided under pars. (b) and (c), on timber cut from lands entered as "county forest lands" the county shall pay a severance share of not less than 20 percent of the actual stumpage sales value of the timber. A higher rate of payment may be applied when agreed upon by the department and the county. When cutting is done by the county and timber is not sold or is sold as cut forest products the severance share shall be 20 percent of the severance tax schedule in effect under s. 77.06 (2).

28.11(9)(ag) The severance share paid by a county to the state shall be credited to the forestry fund account of the county and shall be divided into 2 payments as follows:

28.11(9)(ag)1. An acreage loan severance share payment that is equal to the product of multiplying the amount of the severance share paid by the county by the percentage of the balance due in the forestry fund account of the county that is attributable to loans made under sub. (8) (b) 1.

28.11(9)(ag)2. A project loan severance share payment that is equal to the product of multiplying the amount of the severance share paid by the county by the percentage of the balance due that is attributable to loans made under sub. (8) (b) 2.

28.11(9)(am) The acreage loan severance share payments shall be deposited in the conservation fund and credited to the appropriation under s. 20.370 (5) (bq), and the project loan severance share payments shall be deposited in the conservation fund and credited to the appropriation under s. 20.370 (5) (bu).

28.11(9)(ar)1. Notwithstanding s. 20.001 (3) (c), if the sum of the unencumbered balances in the appropriations under s. 20.370 (5) (bq), (bt) and (bu) exceeds \$400,000 on June 30 of any fiscal year, the amount in excess of \$400,000 shall lapse from the appropriation under s. 20.370 (5) (bq) to the conservation fund, except as provided in subd. 2.

28.11(9)(ar)2. Notwithstanding s. 20.001 (3) (c), if the amount in the appropriation under s. 20.370 (5) (bq) is insufficient for the amount that must lapse under subd. 1., the remainder that is necessary for the lapse shall lapse from the appropriation under s. 20.370 (5) (bu).

28.11(9)(b) No severance share payment is required if there is no balance due in the forestry fund account of the county. A severance share payment shall not exceed the balance due in the forestry fund account of the county.

28.11(9)(c) No severance share payment is required for wood removed from county forest lands for energy conservation projects established under sub. (3) (k).

28.11(9)(d) Of the gross receipts from all timber sales on the county forests 10 percent shall be paid annually by the county to the towns having county forest lands on the basis of acreage of such lands in the towns.

28.11(11) Withdrawals.

28.11(11)(a)1. The county board may by resolution adopted by not less than two-thirds of its membership make application to the department to withdraw lands entered under this section. The county board shall first refer the resolution to the county forestry committee, which shall consult with an authorized representative of the department in formulating its withdrawal proposal. The county board shall not take final action on the application until 90 days after referral of the application to the forestry committee or until the report of the forestry committee regarding the application has been filed with the board. The application shall include the land description, a statement of the reasons for withdrawal, and any restrictions or other conditions of use attached to the land proposed for withdrawal.

28.11(11)(a)2. Upon the filing of an application to withdraw lands under subd. 1., the department shall investigate the application. During the course of its investigation the department shall make an examination of the character of the land, the volume of timber, improvements, and any other special values. In the case of withdrawal for the purpose of sale to any purchaser other than the state or a local unit of government, the department shall establish a minimum value on the lands to be withdrawn. In making its investigation the department shall give full weight and consideration to the purposes and principles set forth in sub. (1), and it shall also weigh and consider the benefits to the people of the state as a whole, as well as to the county, from the proposed use against the benefits accruing to the people of the state as a whole and to the county under the continued entry of the lands to be withdrawn. The department may conduct a public hearing on the application, if it considers it advisable, at a time and place that it determines, except that if the county requests a public hearing in writing, the department shall hold a public hearing.

28.11(11)(a)3. If the department finds that the benefits after withdrawal of the lands described in the application under subd. 2. outweigh the benefits under continued entry of the lands and that the lands will be put to a better and higher use, it shall make an order withdrawing the lands from entry; otherwise it shall deny the application.

28.11(11)(a)4. If the application is denied, the county board may, by resolution adopted by not less than two-thirds of its membership, appeal to a review committee. The department shall submit the findings of its investigation and of any hearing on a proposed withdrawal to the committee, which shall be composed of the following members:

- a. One member appointed by the county board submitting the application for withdrawal.
- b. One member who is appointed by the governor, who is from another county that has land enrolled under the county forest law, and who shall be chairperson of the review committee.
- c. One member appointed by the department.
- d. One member appointed by the University of Wisconsin from the College of Agricultural and Life Sciences.
- e. One member to be selected by unanimous vote of the appointed members or, if the appointed members fail to achieve unanimity, by the governor.

28.11(11)(a)5. 5. The review committee appointed under subd. 4. shall, by majority vote within 60 days after receiving the findings of the department, do one of the following:

- a. Approve the application for withdrawal if it finds the proposed use to be of a greater benefit considering all losses and benefits to the people of the state as a whole, as well as to the people of the county.
- b. Provisionally deny the application for withdrawal giving specific reasons why it finds the proposal deficient and making any suggestions for revising the application to reduce the conflict of the proposed use with the public interest.

28.11(11)(a)6. If the committee approves a withdrawal under subd. 5., it shall notify the county board of its approval stating, as necessary, specific procedures to be followed by the county relating to the withdrawal. The county board may then by a resolution approved by not less than two-thirds of its membership, withdraw the lands from the county forest law and

shall send copies of this resolution to the department and to the county register of deeds who shall record the resolution.

28.11(11)(a)7. If the committee provisionally denies the proposed withdrawal under subd. 5., it may consider an amended application for withdrawal upon presentation of the application and supporting information, or it may require additional investigation of the amended application by the department before reconsidering the application. Any additional investigation shall include additional public hearings if requested by the county, the department, or the committee.

28.11(11)(b) If the application is approved the county shall reimburse the state the amounts previously paid to the county pursuant to sub. (8) (b) which reimbursement shall be credited to the county forestry fund account; except that the department may waive all or part of such reimbursement if it finds that the lands are withdrawn for a higher public use or that the amount of such reimbursement is unreasonable when compared to the value of the land. If the department has waived any portion of such reimbursement and if at any subsequent time the land ceases to be used for the purpose designated in the application for withdrawal, the full amount of reimbursement due the forestry fund account on the lands withdrawn shall immediately become due and payable to the department and shall be credited to the forestry fund account, unless the department finds and determines that the lands will continue to be put to another higher public use in which case payments of such reimbursement may be deferred by the department so long as the lands are devoted to a higher public use. If payment is not made prior to the time of the next forestry aid payment to the county, forestry aid payments in an amount to be determined by the department shall be withheld until the amount due the forestry fund account is reimbursed.

28.11(12) Enforcement. If at any time it appears to the department that the lands are not being managed in accordance with this section it shall so advise the county forestry committee and the county clerk. If the condition persists the department may proceed against the persons responsible for such noncompliance under s. 30.03 (4).

28.11(13) Review. All orders of the department made under this section may be reviewed under ss. 227.52 to 227.58.

28.11 History: 1971 c. 215; 1975 c. 39 s. 734; 1975 c. 342; 1977 c. 29; 1979 c. 34 ss. 723 to 725, 2102 (39) (a); 1983 a. 27; 1983 a. 192 s. 304; 1983 a. 424 ss. 2 to 5; 1985 a. 29 ss. 655ce

to 655cg, 3202 (39); 1985 a. 182 s. 57; 1987 a. 27; 1989 a. 31, 79; 1993 a. 16, 184, 301; 1995 a. 27, 201; 1997 a. 237, 248; 1999 a. 9; 2001 a. 16, 103; 2003 a. 242; 2005 a. 48; 2007 a. 20.

28.11 Cross-reference: See also ch. NR 48 and ss. NR 1.24, 47.60 to 47.75, and 302.03, Wis. adm. code.

A county forest withdrawal appeal review committee under sub. (11) (a) is not a state agency whose decisions are reviewable under ch. 227. *Allen v. Juneau County*, 98 Wis. 2d 103, 295 N.W.2d 218 (Ct. App. 1980).

County boards cannot sell or exchange county forest lands without first withdrawing them from the county forest program under sub. (11). 66 Atty. Gen. 109.

Conservation easements and restrictive covenants are permissible in county forests as long as they are consistent with and do not interfere with the purposes of county forests and the management plans properly developed for them under the county forest law. OAG 08-10.

1005.2 COUNTY ORDINANCES

1005.2.1 County Forestry Ordinance

[Click here for County Forest Ordinance](#)

1005.2.2 County ATV Ordinance

[Click here for ATV Ordinance](#)

1005.2.3 Shoreland and Wetland Zoning Ordinance

[Click here to access ordinance](#)

1005.2.4 Other

1010 PERMITS, USE AGREEMENTS, POLICIES AND CONTRACTS

1010.1 TIMBER SALE CONTRACT

MARINETTE COUNTY TIMBER SALE CONTRACT

This Contract is entered into by and between Marinette County (County) and _____ (Purchaser) for the purpose of harvesting timber located on property owned by Marinette County. County sells and Purchaser agrees to purchase, cut and remove timber specifically described in this contract or marked for cutting on the sale area which is identified or described in the maps or diagrams attached to and made part of this contract.

CONTRACTING PARTIES

1. In this contract, County and Purchaser include their respective officers, employees, agents, directors, subcontractors, assignees, partners, heirs, members and servants. The primary agent of the County is the County Forest Administrator. Any reference to Administrator also includes Administrator-designee.

2. If Purchaser ceases to exist, in fact or by law, County may immediately terminate this contract and without waiving any remedies available to it, perform the contract.

CONTRACT PERIOD, EXTENSIONS, VIOLATIONS and TERMINATION

3. No logging operations, including the cutting of timber and road or landing construction, may be started on the premises until this contract is signed, the sale has been shown and permission has been granted to commence operations.

4. Cutting will continue with reasonable diligence so that all logging operations will be completed no later than *(insert date)*. Purchaser shall notify Administrator when the operation has been completed.

5. Limited extension of the contract period may be granted only upon written application to Administrator and governing committee. If granted, prices may be changed in accordance with County policy. The contract period, including extensions, should not exceed four (4) years.

6. Upon receipt by Purchaser of written notice from Administrator specifying a breach of any condition of the contract, all operations shall cease forthwith, and continued occupancy shall be considered a trespass. Operations may not be resumed without written authorization from Administrator.

7. Administrator shall be the sole judge as to whether Purchaser is in compliance with conditions of this contract.

8. Field enforcement of timber sale contracts will be the responsibility of Administrator. Administrator will attempt to resolve inadvertent or minor violations by verbal contact with Purchaser. Administrator may immediately verbally suspend logging operations if a serious or emergency situation arises. The suspension will be followed by written notice to the Purchaser stating the nature of the violation. This contract may be terminated for breach of any condition by giving Purchaser five (5) day written notice of pending Committee action. The Committee, in consultation with legal counsel, may consider, but is not limited to the following remedies:

- Charge double stumpage
- Charge up to \$1000 per load for unscaled wood leaving the sale
- Place Purchaser on no bid list for 2 years
- Charge for actual damages
- Suspend contract
- Retain all deposits
- Take possession and ownership of cut forest products on the sale
- Refer to District Attorney for prosecution

PERFORMANCE BOND

9. Purchaser has provided a cash deposit, or acceptable performance bond, or irrevocable letter of credit in the amount of twenty-five percent (25%) of Purchaser's total bid price which is *(insert dollar amount)* to be held until all conditions of the contract have been completed to the satisfaction of Administrator. Based on a breach of this contract, at the discretion of Administrator all or a portion of the performance bonds filed by Purchaser with County shall be forfeited. Administrator shall provide written notice to Purchaser of any decision related to performance bond forfeiture. Purchaser may appeal the performance bond forfeiture decision by providing written notice to Administrator within ten (10) days of notice of forfeiture of Purchaser's desire to appeal. Purchaser will be given minimally five (5) days advance written notice of the committee meeting during which Purchaser may appeal the forfeiture decision.

-Before returning any or all of the bond to Purchaser, Administrator shall have up to ninety (90) days from the time notice is received of the completion date or termination date, whichever occurs first, to inspect the premises to determine if the contract has been

satisfactorily performed. -In addition to exercising any of its rights under the performance bond, or in connection with this clause, or the deposit, the Committee may also seek actual damages and other remedies available to it under the law or this contract.

GENERAL CONDITIONS

10. MODIFICATIONS - Subject to Committee approval none of the terms of this contract shall be varied or modified except in writing by the Administrator. The Purchaser shall notify the Surety, if any, of any such changes or amendment.

11. ASSIGNMENT - This contract shall not be assigned in part or in whole.

12. LIABILITY - The Purchaser agrees to protect, indemnify, and save harmless County or its agents from and against any and all causes of actions, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of timbering operations or in connection with any action or omission of Purchaser. Furthermore, the Purchaser shall defend the Committee in any such cause of action or claim.

13. DESIGNATED TIMBER - All and only timber marked or designated for cutting on the premises shall be cut whether it be more or less than the volume listed herein.

14. TITLE TO PRODUCTS - Title to any and all forest products cut under this contract shall remain with County until the products are scaled and stumpage is paid. Title to all products remaining on the sale area longer than one year beyond the date of final scale shall revert to Marinette County.

15. CULVERTS - Only culverts approved by Marinette County may be used on county land. Marinette County will provide culverts to cross streams or drainages. At the discretion of Administrator culverts may be required to be removed and returned to County.

16. ACCESS - Legal access to the is provided by County. Additional access desired by Purchaser is the responsibility of Purchaser.

17. INSECTS - The Administrator, at his/her discretion, may temporarily suspend logging operations to prevent insect or disease outbreaks.

18. TRAILS - All recreation trails are to be kept open and not blocked in any manner. Trails shall be clearly of slash and logging debris on a daily basis. Care shall be exercised to minimize trail damage by heavy equipment or trucks. Snowmobile trails shall not be plowed to bare ground and a base layer of four to six inches of snow should remain on trails.

19. REMOVAL OF PRODUCTS - No forest products shall be removed from the premises until paid for or guarantees for payment satisfactory to the Administrator are provided.

20. TIMBER DAMAGE - Unmarked or undesignated trees cut or damaged through carelessness, negligence or intention shall be paid for at double the stumpage rate specified or at a rate to be determined by Administrator, if not specified. -Timber marked or designated on the premises which is destroyed or reduced in value as a result of Purchaser's operation or negligence shall be paid for at the specified rate. No unnecessary damage shall be done to residual timber stands and any trees bent or held down by felled trees shall be promptly released.

21. TRESPASS - Purchaser shall be liable for all trespasses committed by Purchaser outside of sale boundaries.

22. SITE DAMAGE - Purchaser shall be liable for unwarranted site damage as a result of logging operations and shall comply with all laws regarding stream crossings.

23. WASTE - Any timber wasted in tops and stumps, or not removed on termination of this contract, shall be paid for at the specified rate. Purchaser agrees not to commit or allow any waste or nuisance upon the premises and shall remove, to the satisfaction of Administrator, all solid waste, trash and debris, and clean up all oil and gas spills generated by the Purchaser.

24. SLASH - Purchaser agrees to comply with State Slash and Fire Laws, and with requests regarding forest fire prevention and suppression made by Administrator.

25. ROADS - The location and construction of new roads, or use of existing logging roads, is subject to advance approval by Administrator. All such roads used or constructed by Purchaser shall be operated, maintained and restored prior to termination of the contract in a manner satisfactory to Administrator. Logging roads that intersect town, county or state roads or highways must have these intersections approved by the proper authorities prior to construction and cleared of all unsightly debris at the time of construction.

26. SURVEY CORNERS - The Purchaser shall not remove, destroy, or make inaccessible land survey monuments or accessories. The

Purchaser shall be liable for the cost of repair or replacement. If the performance bond is insufficient to cover such cost, Section 59.635, Wisconsin Statutes, Perpetuation of Landmarks, may be enforced.

27. STRUCTURES - No permanent residence, dwelling, permanent structure or improvement shall be established or constructed on the premises. The placement of temporary structures requires the advance approval of the Administrator

EMPLOYMENT

28. Purchaser agrees to comply with Wisconsin Worker's Compensation Act, Chapter 102, Wisconsin Statutes, and all rules promulgated thereunder. A Certificate of Insurance showing proof of compliance covering the contract period and all employees on the sale area is required to be submitted to the County at the beginning of any work on the contract area. Purchasers claiming an exemption from the Wisconsin Worker's Compensation Act must provide proof s/he is not required to carry worker's compensation.

29. Employees and subcontractors who, on this sale or on previous state or county timber sales, have been unsatisfactory in the execution of their work, or their integrity, shall upon written notice of Administrator be barred from work on the premises.

30. Purchaser agrees not to discriminate against an employee or applicant for employment because of age, race, religion, color, sex, handicap, physical condition, development disability or national origin.

31. Purchaser is an independent contractor and is not an employee or agent of Marinette County.

TRAINING REQUIREMENTS

Purchaser shall ensure that at least one (1) person in the woods and actively engaged in performance of this contract and responsible for the contract site complies with the Sustainable Forestry Initiative (SFI) Training Standard. Criteria for the standard may be obtained by contacting the Forest Industry & Training Alliance (FISTA). Purchaser agrees to provide documentation to Administrator the training has been attained prior to entering the premises.

UTILIZATION

32. STUMPS - Maximum height shall not exceed the stump diameter, except that stumps of trees less than ten (10) inches in diameter shall not exceed ten (10) inches in height.

33. CORDWOOD PRODUCTS - Tops shall be utilized to a four (4) inch top for all species unless stated otherwise in the contract specifications.

34. SAWLOG PRODUCTS - Softwood species shall be utilized to an eight (8) inch top and hardwood species to a ten (10) inch top.

35. All merchantable wood bulldozed over during road construction must be utilized and paid for.

OPERATIONS

36. Administrator reserves the right to restrict the use of certain equipment used on the premises due to equipment size, terrain, or other articulated reason to prevent unnecessary damage on the timber sale.

37. No landing, yarding, milling or loading of forest products shall be permitted within two hundred (200) feet of any town, county or state road or highway without consent of Administrator.

38. Skidding, decking, and loading trailers or trucks are prohibited within the right-of-way of any town, county or state road or highway.

39. Administrator reserves the right to establish cutting compartments and designate the sequence in which they will be cut.

40. To insure and protect Aspen regeneration in the areas where Aspen is being managed, all wood must be cut and removed with the Aspen.

41. Equipment or property left on the premises after ninety (90) days without permission becomes the property of Marinette County. Purchaser may be charged for its removal.

42. Purchaser shall notify Administrator within one week of starting or temporarily stopping the cutting operations.

SCALING & CONVERSION

43. DBH represents the tree diameter at four and a half (4 1/2) feet above the ground.
44. The Administrator may inspect trucks hauling forest products from the premises and check scale and ticket books at any time.
45. The Scribner Decimal C Log Rule shall be used for scaling logs.
46. Maximum trim allowance on sawlogs and bolts shall be eight (8) inches. Sawlogs overrunning this allowance shall be scaled to the next one (1) foot of scaling measure. Pulpwood shall be limited to 100 - inches in length.
47. Conversion of MBF (thousand board feet) to cords, or cords to MBF, shall be two and forty four hundredths (2.44) cords per MBF for softwoods and two and two tenths (2.20) cords per MBF for hardwoods.
48. Conversion to cords from weight for variable utilization sales will be by DNR weight conversion rates.

PAYMENTS

49. Purchaser agrees to pay payments for timber removed under this contract in the amount and in accordance with the payment schedule and its conditions which are attached to and made part of this contract. Payment shall be in the form acceptable to Administrator.

The volume of timber indicated in this Contract or other appraisal or cruise documents of Administrator are estimates. County gives no warranty or guarantee of quantity, quality or volume of marked or otherwise designated timber or forest products on the sale area.

50. Payments shall be made to Marinette County and sent to Marinette County Forestry & Parks, 501 Pine Street, Peshtigo, WI 54157.

| | |
|--------------------------------------|--------------------|
| _____ County Forest Administrator | _____ Purchaser |
| _____ Date | _____ Date |

ATTACHMENT TO TIMBER SALE CONTRACT

TO WHOM IT MAY CONCERN:

Cutting of bearing trees is prohibited by Wisconsin State Statutes, Section 59.635 (5) and (5m), and punishable by a fine of up to \$1,000.00 or up to one year in prison.

A bearing tree is any tree with an axe cut blaze on the stump or at chest height, or both, that is near the survey corner. Although a blaze may be grown over, it is still noticeable and a valid monument.

The below listed practices are not permitted on town roads:

1. Skidding down or across town roads.
2. Piling wood on town road right of ways.
3. Leaving trailers (loaded or unloaded) and other logging vehicles and/or equipment parked along town roads.
4. Loading trailers and trucks on town roads.
5. Plugging town road ditches with entrance roads.

Best Management Practices (BMPs) requirements and other Guidelines:

- a. The Purchaser shall comply with all recommended BMPs for Water Quality guidelines as described in "Wisconsin's Forestry Best Management Practices for Water Quality" published by the Wisconsin Department of Natural Resources, publication Pub-FR-093, unless specifically provided otherwise. A copy of this publication is available upon request to the Committee. Purchaser's certification in Wisconsin BMP training or equivalent through a FISTA-coordinated BMP workshop is also required.
- b. The Purchaser shall comply with all recommended Forestry BMPs for Invasive Species as described in "Wisconsin's Forestry Best Management Practices for Invasive Species" published by the Wisconsin Department of Natural Resources, publication Pub-FR-444-09, unless specifically provided otherwise. A copy of this publication is available upon request to the Committee. The publication can also be found at the Council on Forestry website at: <http://council.wisconsinforestry.org/invasives/forestry>
- c. The Purchaser shall comply with all General Guidelines as described in "Wisconsin's Forestland Woody Biomass Harvesting Guidelines" published by the Wisconsin Department of Natural Resources, publication Pub- FR-435-09, unless specifically provided otherwise. A copy of this publication is available upon request to the Committee. The publication can also be found at the Council on Forestry website at: <http://council.wisconsinforestry.org/biomass/>

Individual contracts may also contain more stringent restrictions for critical areas and/or specific restoration requirements.

ATTACHMENT TO TIMBER SALE CONTRACT

Soil Disturbance Policy

Refer to Marinette County Forest Comprehensive Land Use Plan Chapter 925.8 Forest Soil Disturbance Guidelines on pages 900-77 and 900-78 which in part reads:

Excessive Soil Disturbance Determinations

A soil disturbance is "excessive" if it has exceeded the threshold (see Table 1). An area with an excessive soil disturbance requires special attention from a timber sale administrator (if part of a timber sale) or from county forest staff (if part of a county forest road system). Excessive soil disturbances require special attention to evaluate the effect of the soil disturbance and to develop repair or mitigation recommendations. Classifying a soil disturbance as "excessive" does not mandate closing of a timber sale or a forest road; however, actions should be taken, as appropriate, to minimize further soil disturbances.

Table 1. Interim thresholds for soil disturbances

| County Forest Infrastructure | Soil disturbance are excessive if: |
|--|---|
| Roads, Landings, Skid Trails and General Harvest Areas | <ul style="list-style-type: none">• A gully or rut is 6 inches deep or more and is resulting in channelized flow to a wetland, stream or lake. |
| Roads, Landings, and Primary Skid Trails | <ul style="list-style-type: none">• In a riparian management zone (RMZ) or wetland, a gully or rut is 6 inches deep or more and 100 feet long or more.• In an upland area (outside of RMZ), a gully or rut is 10 inches deep or more and 66 feet long or more. |
| Secondary Skid Trails and General Harvest Areas | <ul style="list-style-type: none">• Gully or rut is 6 inches deep or more and 100 feet long or more |

Note: The depth is to be measured from the original soil surface to the bottom of the depression. If individual lug depressions are visible, the depth would be measured to the lesser of the two depths (the "top" of the lug). The length is measured from the start of the "too deep" section to the end of the "too deep" section. Measurements are not cumulative.

Definitions and terms

A gully is an erosion channel cut into the soil along a line of water flow.

A rut is an elongated depression caused by dragging logs or by wheels or tracks of harvesting machinery, equipment or other vehicles. Ruts are often exacerbated by erosion from uncontrolled storm water runoff.

A primary skid trail is used for three or more passes.

A secondary skid trail is used for one or two passes.

1010.2 TIMBER SALE EXTENSION / RENEWAL POLICY

Marinette County Forestry

1926 Hall Ave
Marinette WI 54143
Phone: (715) 732-7525 Fax: (715) 582-4348

NSF-SFI-FM-1Y943 SFI 100%

AMENDED CONTRACT

Text **NAME OF PROPERTY: MARINETTE COUNTY FOREST CONTRACT NO.** _____

ORIGINAL DATE: _____

This contract amendment is made by and between the County of Marinette, Forest & Parks Subcommittee and (*Logger Information*), State of Wisconsin. This contract is hereby amended as follows: This contract is extended by and between the County and purchaser pursuant to condition #7, to apply in full force and subject to the same conditions until (*Contract Expiration Date*) which shall constitute a one year extension with ___% increase in stumpage prices:

| <u>Species</u> | <u>Est. Volume</u> | <u>Current Price</u> | <u>0% Increase</u> | <u>Total Increase</u> |
|----------------|--------------------|----------------------|--------------------|-----------------------|
| | | \$ | \$ | \$ |
| | | \$ | \$ | \$ |
| | | \$ | \$ | \$ |
| Total: | | | | \$ |

If sale is not complete by (*Contract Expiration Date*), action will be taken on Letter of Credit, and sale contract will be resold. All other terms and conditions of this contract, not hereby amended shall remain in full force and effect.

Marinette County Forestry Department

Marinette County Forestry Department

DATE SIGNED

PURCHASER SIGNATURE

DATE SIGNED

1010.3 FIREWOOD PERMIT

MARINETTE COUNTY FORESTRY DEPARTMENT
1926 HALL AVE, MARINETTE, WISCONSIN 54143
PHONE: 715-732-7525
Fuelwood Permit #1899494083 (Home Consumption) Fee \$25.00

First Name Last Name
 Address
 City State Zip Code
 Phone

Date Submitted: Nov. 18, 2021
 Expiration Date: Nov. 17, 2022

Fuelwood cutting is allowed on Marinette County forest lands only, subject to the following conditions:

1. The fuelwood is for personal use only and is not to be given away, exchanged, or sold.
2. No live trees may be cut. No more than 10 standard cords of wood (4'w x 4'h x 8'd) per household per year may be cut.
3. No wood may be hauled in lengths greater than four (4) feet.
4. Permittee must be present and have the permit in possession when cutting and hauling occurs.
5. Permittee is responsible to make sure they are on Marinette County owned land when cutting fuelwood.
6. Downed trees and standing dead trees may be cut year round. However, standing dead trees cut between October 1 and the following May 15 must have the bark coming off. Exception: No cutting of standing oak from April 1 through July 15.
7. On the Marinette County Forest, there are dead trees which have been protected from cutting so that they can serve as snag and den trees for wildlife. For that reason do not cut the following: Trees marked with paint or tags. Standing or downed trees with wildlife nests, cavities, or dens. Standing or downed trees within 200 feet of beaver ponds, lakes, streams, or rivers.
8. Timber sale areas are closed to fuelwood cutting. If you see logging equipment, trees cut into 8-foot or longer lengths, stacked wood, or paint on standing trees, no fuelwood cutting is allowed.
9. Fuelwood cutting is not allowed within Parks and developed recreation areas, the Beech Natural Area, the Harmony Farm, within wildlife openings, or other areas which may be designated by Marinette County.
10. Use of farm tractors, rubber tired or track mounted skidders, etc. is not allowed. Off road use of vehicles for the gathering of fuelwood is not allowed.
11. Any authorized agent of Marinette County may immediately revoke a permit for any reason by giving written or oral notice to the permittee, or issue a citation for noncompliance of the permit conditions, or unnecessarily damaging the land or residual trees. Citations carry a fine of up to \$500 plus costs.
12. Anyone cutting fuelwood holds harmless Marinette county from any claims, damages, or liability resulting from any action or inaction of the fuelwood cutting.

This permit is issued and accepted subject to the conditions listed above.

 SIGNATURE OF PERMITTEE (Not valid unless signed)

This form may not be duplicated.



Marinette County Forestry Department
1926 Hall Avenue, Marinette, WI 54143

Date _____

Name _____
Address _____

COUNTY OF MARINETTE
STATE OF WISCONSIN

ACCESS PERMIT

This permit is entered into by and between Marinette County, hereinafter referred to as "Owner", and _____ hereinafter referred to as "Permittee", for the purpose of obtaining ingress and egress across the lands owned by and located within Marinette County, more particularly described as:

Township _____, Range _____

An existing trail in the _____ of Section _____

It is understood by the Owner and the Permittee this permit is subject to the following conditions:

1. Permittee is allowed to maintain trail without prior approval of Owner. Maintenance includes but is not limited to removal of fallen trees or invading brush, trimming of trees, snow removal and leveling of ruts.
2. Permittee is allowed to make trail improvements or cut trees with prior written approval of Owner. Trail improvements include but are not limited to widening, ditching and adding gravel or fill.
3. Free flow of water drainage must be provided for where needed. Permittee must obtain all necessary permits to cross wetlands, per the Marinette County Shoreland/Wetland Ordinance.
4. Permit is nontransferable.
5. If Owner reasonably determines this permit interferes with management objectives of Owner, this permit may be cancelled at any time by sixty (60)

1926 Hall Avenue • Marinette, WI 54143 • 715-732-7525 • www.marinettecounty.com

- day written notice to Permittee.
6. Trail shall not be gated or posted anywhere it crosses county land and must be kept open for use to all members of the general public.
 7. Authorized modifications and maintenance shall be performed in a safe manner.
 8. Permittee acknowledges ownership of the above land by Owner and agrees no right or claim for possession or adverse use may be made against the lands of Owner at any time.
 9. Other uses including but not limited to installation of utility lines are not allowed under this permit and require separate approval by Marinette County.
 10. Identification signs are not allowed on county land.
 11. Off Road Vehicles. No person shall operate any unlicensed motor vehicle including but not limited to, trail bikes, motorcycles, mini-bikes, ATVs or UTVs on County lands unless a designate ATV/UTV trail.
 12. Owner may terminate this permit upon default of any terms or conditions of this permit by Permittee in the event Permittee does not cure default within 10 days of written notice by Owner.

Permittee agrees to protect, indemnify, and save harmless Owner, its agents and employees, from and against all claims, demands, suits, liability and expense, by reason of loss or damage to any property or bodily injury to any person whatsoever, that may arise from Permittee's construction, maintenance or placement of objects on the described lands and Permittee shall defend Owner in any such action or claim.

MARINETTE COUNTY FORESTRY AND
OUTDOOR RECREATION DEPARTMENT

BY: _____
Pete Villas, County Forest Administrator

I have read, understand and agree to the above stated conditions.

DATE: _____

SIGNATURES: _____

1010.6 TREE STAND POLICY

[Click here for Tree Stand Policy](#)

1010.7 SPECIAL RECREATION/LAND USE AGREEMENT

RECREATION/LAND USE AGREEMENT

This Agreement is by and between Marinette County (County) and _____ (Club) and authorizes Club to enter upon and use the following described land (Premises) for the purpose of using and maintaining _____, and any other club related improvements either previously authorized or approved by the County Infrastructure Committee in the future.

Premises more particularly described:

The term of this agreement shall be January 1, 20__through December 31, 20__. This agreement may be terminated by either party for any or no reason with a minimum six (6) month written notice.

An annual use fee of five dollars (\$5.00) per year is due and payable to the Marinette County Treasurer commencing January 1, 20__ and due each January 1st throughout the term of this agreement.

Permittee agrees as follows:

- 1) Permittee shall be solely responsible to maintain the Premises in a safe condition at all times.
- 2) Permittee shall obtain approval from the Marinette County Infrastructure Committee for any filling, grading or excavating; the construction or placement of any structures on the property; or the installation of any utilities.
- 3) No cutting or trimming of trees shall be permitted unless approved by the Marinette County Infrastructure Committee.
- 4) All signs, postings, or other markers shall be approved by the Marinette County Infrastructure Committee prior to installation.

- 5) Dumping and/or storing of rubbish, debris, dirt, stone, or any other material on Premises and all other adjacent County land is prohibited without prior approval of the Marinette County Infrastructure Committee.
- 6) Permittee shall adopt and implement Best Management Practices for Managing Lead as identified in the EPA Publication “Best Management Practices for Lead Outdoor Shooting Ranges”.
- 7) A Club officer shall be onsite to supervise activities whenever in use.
- 8) Premises are open for use to all members of the general public under the rules adopted by Club.
- 9) County retains ingress/egress across Premises for access to adjacent County Land.
- 10) Club acknowledges ownership of the land by County and agrees no right or claim for possession or adverse use may be made against County at any time arising from the uses permitted by this agreement.
- 11) Other uses of Premises are not allowed and require separate approval of the Marinette County Infrastructure Committee.
- 12) Club shall restore the area to a condition as specified by County upon expiration or termination of this agreement. Such restoration shall be completed within one year of receipt of such specifications by Club, and may include but are not limited to:
 - a) Removal of all wood products debris and residues, fences, signs, and other improvements caused by operations of the Permittee.
 - b) Reestablishment of forest cover.
 - c) Any buildings not removed within the one year period shall become the property of County and Club may be charged for building removal or demolition.
- 13) Club agrees to protect, indemnify, and save harmless County, its agents and employees, from and against all claims, demands, suits, liability and expense, by reason of loss or damage to any property or bodily injury to any person whatsoever, that may arise from use or maintenance of Premises and Club shall defend County in any such action or claim.
- 14) All buildings on Premises shall meet town, county, and state zoning and permit requirements.

- 15) Club shall maintain general liability insurance in the amount of one (1) million dollars and provide certificates of insurance to County.

_____ Club

Marinette County

Date

Date

1010.8 SPECIAL USE AREAS

Dunbar Sportsman's Club

St. Hubert's Shrine

1010.9 RECREATIONAL TRAIL USE AGREEMENT

20__-20__

TRAIL SIGNING, GROOMING, MAINTENANCE AGREEMENT

This agreement, entered into on the date of last signature below, is between Marinette County ("County") and _____. ("Club")

For good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

- 1) Club shall, for the period July 1, 20__ to June 30, 20__, provide signing, grading/ grooming, and other approved maintenance on ____ miles of state funded snowmobile trails sponsored by County for the 2018-19 trail maintenance season. Maintenance shall be performed on the trail named/known as _____.
- 2) Payment for maintenance shall be based upon bills submitted on Snowmobile Trail Maintenance Reimbursement Forms. Reimbursement rates for equipment and labor used on the snowmobile trails are determined by the State of Wisconsin (DNR and DOT). The State of Wisconsin and

County can and shall be allowed to independently withhold any or all of the eligible funding if the maintenance is not consistently done in accordance with State and County guidelines. All reimbursement claims shall be subject to audits by both County and the Department of Natural Resources.

- 3) Reimbursement to club for maintenance rendered under this agreement shall be based on actual, reasonable, and accountable costs up to a maximum of \$300.00 per mile for trail maintenance. This agreement obligates Club to maintain, at its own cost, the above described/named trail during the time period established in paragraph 1 above. The County may, in its sole discretion perform, or authorize others to perform maintenance if, in County's judgment, Club is not fully complying with this agreement, or if a dangerous situation requires immediate remedy.
- 4) Club shall indemnify and hold County, its appointed, hired and/or elected officers, agents, employees and designees, free and harmless from any and all costs, damages, claims, losses and expenses that may be incurred on account of damages, deaths or injuries arising out of the work being performed by Club under the terms of this agreement including but not limited by enumeration, reasonable attorney's fees and court costs incurred by County in defending any claim or in enforcing this provision. During the term of this Agreement, Club shall, at its sole cost, maintain the following insurance:

| | |
|------------------------------------|------------------------|
| General liability, each occurrence | \$ 1,000,000 |
| Auto liability, each occurrence | \$ 300,000 |
| Workers Compensation | Statutory Requirements |

Certificates of insurance indicating COUNTY as additional insured must be presented to COUNTY's agent with a signed copy of this agreement prior to commencing work. Additionally, all policies shall contain endorsements by respective insurance companies waiving all rights of subrogation, if any, against COUNTY and shall further provide that policies are not cancelable except upon thirty days written notice to COUNTY.

- 5) All maintenance shall be performed in a manner that shall keep the trail in a reasonably safe condition, and shall be performed in a timely fashion and with the same degree of care, skill, safety and diligence as is ordinarily possessed and exercised by snowmobile trail groomers
- 6) All grader / groomer operators will carry the following items while performing maintenance on the snowmobile trail: sign posts, mounting hardware, brushing equipment, and fully reflectorized trail signs. Trail safety hazards identified by grader / groomer operators shall be corrected immediately. Graders / Groomers may be periodically checked for the required signs and trail maintenance equipment by Marinette County Forestry Department personnel and/or Department of Natural Resources personnel. Failure to carry the require signs and trail maintenance items on board may result in loss of County sponsorship.
- 7) A complete line entry shall be made by Club in the Trail Maintenance Log each time a segment of trail under is inspected and/or graded/groomed by Club. Trail Maintenance Logs shall be turned into the Marinette County Forestry Department by the 5th of each month while the snowmobile trail system is open in County.
- 8) Club shall periodically inspect the trail at reasonable intervals of time. Trail inspectors shall carry the same signing and other equipment that grader / groomer operators are required to carry hereunder. Trail safety hazards identified by Club trail inspectors shall be corrected immediately.
- 9) County personnel may inspect all trails under County sponsorship as it sees fit. Upon inspection, in the event hazardous conditions, signing errors or other deficiencies or problems are found, notice of the same will be given to Club. All hazardous conditions, signing errors or any deficiencies or problems shall be corrected by the Club within a reasonable amount of time. If Club does not take corrective action, County may take punitive action.
- 10) All timed events are prohibited on trails sponsored by County without the express written permission of County.

- 11) Any notice required by this Agreement shall be made in writing to the address specified below:
County:

Marinette County
1926 Hall Avenue
Marinette, WI 54143

Club:

- 12) Governing Law, Jurisdiction and Venue. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. Owner hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. The parties further agree that the venue for any legal proceedings related to this Agreement shall be Oneida County, Wisconsin.
- 13) Standard of Care. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.
- 14) Survival. The terms and conditions of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.
- 15) Waiver. A waiver by either party of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 16) Severability. The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular

portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

- 17) Integration. This Agreement represents the entire and integrated agreement between the Snowmoblie Club and the County. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.
- 18) Successors and Assigns. Each party to this contract binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
- 19) Assignment. Neither party to this contract shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
- 20) Multiple Originals. This contract may be executed in multiple originals, each of which together shall constitute a single agreement.
- 21) Captions. The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.
- 22) No Partnership or Joint Venture. This contract shall not in any way be deemed to create a partnership or joint venture between the parties to the agreement.

- 23) Statutory Protections. It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of County of any immunity, liability limitation or other protection available to County under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to County shall apply unless County elects otherwise.
- 24) Compliance with Laws. Club agrees to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.
- 25) Open Records Compliance. County is subject to the Open Records provisions of the Wisconsin State Statutes to the extent required by law. By entering this agreement, Club agrees to maintain the records related to this trail grooming, signing and maintenance agreement in accordance with those laws. Should County receive a request for records pertaining to this agreement Club agrees to provide the requested records to County or access to the records at a time and date convenient to both County and Club. Club agrees if it receives an Open Records request with regard to the records generated pursuant to this agreement, the request will be forwarded to County within 48 hours of receipt
- 26) County may terminate this agreement upon written notice to Club.

Date: _____

Marinette County

Date: _____

Club by:

Name _____

Position _____


1015 FACILITIES AND REPORTS

1015.1 RECREATIONAL INVENTORY

The current recreational opportunities available on the Marinette County Forest.

- 6 campgrounds /160 campsites
- 3 group campsites
- Nature & hiking trails - 17.2 miles
- Snowmobile trails – 234.2 miles
- ATV trails - 206.2 miles
- 7 picnic areas /8 shelters
- 3 swimming beaches
- 1 developed boat landing/11 primitive (carry in) canoe/small boat accesses
- 1 youth camp

1015.2 STATEMENT OF COUNTY FOREST LOAN *

| <div>  <div> Wisconsin Department of Natural Resources Report 15 Statement Of County Forest Loan Accounts as of June 30, 2021 </div> <div> Report: 53A Page: 1 of 1 </div> </div> | | | | | | | | | |
|---|------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-------------------|
| County | Variable Acreage Share Loans | | | | Project Loans | | | | Balance Owed DNR |
| | DNR Issued Loans | | County Repayments | | DNR Issued Loans | | County Repayments | | |
| | FY 2021 | Tot To Date | FY 2021 | Tot To Date | FY 2021 | Tot To Date | FY 2021 | Tot To Date | |
| Ashland | 699,970.41 | 710,750.86 | 710,750.86 | 710,750.86 | 1,125,780.74 | 1,125,780.74 | 1,125,780.74 | 1,125,780.74 | 0.00 |
| Barron | 122,285.69 | 122,285.69 | 122,285.69 | 122,285.69 | 874,219.80 | 874,219.80 | 874,219.80 | 874,219.80 | 0.00 |
| Bayfield | 2,257,418.51 | 2,327,946.84 | 2,327,108.19 | 2,327,946.84 | 300,000.00 | 300,000.00 | 300,000.00 | 300,000.00 | 0.00 |
| Burnett | 2,536,251.85 | 2,566,992.62 | 2,518,521.97 | 2,518,755.50 | 2,025,672.27 | 2,025,672.27 | 1,915,769.42 | 1,915,769.42 | 158,139.97 |
| Chippewa | 552,019.26 | 552,019.26 | 552,019.26 | 552,019.26 | 161,000.51 | 161,000.51 | 161,000.51 | 161,000.51 | 0.00 |
| Clark | 1,110,807.45 | 1,161,477.30 | 1,161,458.56 | 1,161,477.30 | 53,000.00 | 53,000.00 | 53,000.00 | 53,000.00 | 0.00 |
| Douglas | 1,780,029.25 | 1,876,638.45 | 1,869,309.75 | 1,876,638.45 | 529,850.00 | 529,850.00 | 529,850.00 | 529,850.00 | 0.00 |
| Eau Claire | 515,485.65 | 526,533.23 | 526,435.25 | 526,533.23 | 126,933.08 | 126,933.08 | 126,933.08 | 126,933.08 | 0.00 |
| Florence | 426,435.18 | 444,068.78 | 444,068.78 | 444,068.78 | 1,677,376.82 | 1,677,376.82 | 1,677,376.82 | 1,677,376.82 | 0.00 |
| Forest | 239,232.01 | 244,321.25 | 244,280.68 | 244,321.25 | 4,750,417.53 | 4,750,417.53 | 430,161.04 | 430,161.04 | 4,320,256.49 |
| Iron | 2,653,633.75 | 2,701,711.99 | 2,701,328.96 | 2,701,711.99 | 767,860.74 | 767,860.74 | 767,860.74 | 767,860.74 | 0.00 |
| Jackson | 1,837,754.08 | 1,876,477.59 | 1,876,477.59 | 1,876,477.59 | 1,200,507.00 | 1,200,507.00 | 1,050,155.09 | 1,050,155.09 | 150,351.91 |
| Juneau | 99,074.20 | 116,824.82 | 116,824.82 | 116,824.82 | 1,213,470.63 | 1,213,470.63 | 937,106.88 | 937,106.88 | 276,363.75 |
| Langlade | 509,802.84 | 555,874.24 | 555,809.46 | 555,874.24 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Lincoln | 569,969.58 | 590,731.41 | 590,691.93 | 590,731.41 | 1,220,980.00 | 1,220,980.00 | 1,220,980.00 | 1,220,980.00 | 0.00 |
| Marathon | 610,397.72 | 610,397.72 | 595,486.56 | 595,486.56 | 2,545,511.00 | 2,545,511.00 | 1,349,590.14 | 1,349,590.14 | 1,210,832.02 |
| Marinette | 1,003,448.21 | 1,104,208.02 | 1,103,783.26 | 1,104,208.02 | 38,000.00 | 38,000.00 | 38,000.00 | 38,000.00 | 0.00 |
| Monroe | 18,591.35 | 21,340.37 | 21,340.37 | 21,340.37 | 328,770.00 | 328,770.00 | 169,308.34 | 169,308.34 | 159,461.66 |
| Oconto | 209,371.95 | 219,031.59 | 219,031.59 | 219,031.59 | 450,000.00 | 450,000.00 | 450,000.00 | 450,000.00 | 0.00 |
| Oneida | 1,118,308.71 | 1,186,720.14 | 1,182,246.68 | 1,186,720.14 | 439,010.00 | 439,010.00 | 439,010.00 | 439,010.00 | 0.00 |
| Polk | 329,973.99 | 332,173.15 | 331,745.65 | 331,745.65 | 840,353.50 | 840,353.50 | 840,353.50 | 840,353.50 | 427.50 |
| Price | 1,466,688.48 | 1,491,622.00 | 1,491,508.35 | 1,491,622.00 | 804,427.48 | 804,427.48 | 804,427.48 | 804,427.48 | 0.00 |
| Rusk | 2,138,427.28 | 2,192,391.46 | 2,177,105.76 | 2,177,675.15 | 136,950.00 | 136,950.00 | 136,950.00 | 136,950.00 | 14,716.31 |
| Sawyer | 1,140,655.81 | 1,172,316.95 | 1,172,306.35 | 1,172,316.95 | 1,000,000.00 | 1,000,000.00 | 1,000,000.00 | 1,000,000.00 | 0.00 |
| Taylor | 202,364.98 | 204,461.52 | 204,417.65 | 204,461.52 | 36,398.28 | 36,398.28 | 36,398.28 | 36,398.28 | 0.00 |
| Vernon | 0.00 | 0.00 | 0.00 | 0.00 | 978,838.53 | 978,838.53 | 40,736.21 | 40,736.21 | 938,102.32 |
| Vilas | 761,645.99 | 779,307.74 | 779,307.74 | 779,307.74 | 678,019.42 | 678,019.42 | 678,019.42 | 678,019.42 | 0.00 |
| Washburn | 3,343,150.71 | 3,387,563.83 | 3,387,022.53 | 3,387,563.83 | 930,724.71 | 930,724.71 | 930,724.71 | 930,724.71 | 0.00 |
| Wood | 250,213.71 | 259,901.61 | 259,901.61 | 259,901.61 | 77,000.00 | 77,000.00 | 77,000.00 | 77,000.00 | 0.00 |
| State Total : | 28505428.60 | 29336090.43 | 29242575.85 | 29257798.34 | 25311072.04 | 25311072.04 | 18160712.20 | 18160712.20 | 7228651.93 |

NOTE: Severance Payments "In the mail" OR Otherwise still In Process are not in this Report. This Report is on a Fiscal Year basis.

Prepared by Division of Forestry, September 14, 2021
WI Department Of Natural Resources

1020 MISCELLANEOUS MAPS AND BROCHURES

1020.1 COUNTY SNOWMOBILE MAP

[Click here for County Recreation Map](#)

1020.2 COUNTY ATV TRAILS

[Click here for County Recreation Map](#)

1020.3 COUNTY NON-MOTORIZED RECREATIONAL TRAILS

- [Hiking/walking trail maps](#)
- [Horseback riding trails](#)

1020.4 CERTIFIED COUNTY FOREST ROAD MAP

[Click here for County Forest Road Map](#)

1020.5 MARINETTE COUNTY PARKS AND CAMPGROUNDS MAPS

[Click here for links to Marinette County Parks and Campgrounds](#)

1020.6 WCFA ATV/UTV SUSTAINABLE TRAIL GUIDANCE

Presented September 29, 2016

WCFA ATV/UTV Sustainable Trail Guidance

This document is meant to be used as guidance in the development or rehabilitation of state funded, “summer” use, county sponsored ATV/UTV trails

In an attempt to simplify and standardize ATV/UTV grant applications from WCFA member counties, the following guidelines have been developed for new trail construction or trail rehabilitation projects. The guidance is not meant to apply to existing trails but should be followed when developing new trails and when trail managers determine rehabilitation is necessary due to environmental or safety issues.

It is understood these trail guidelines cover normal situations on many of the trails, but in some cases there is good reason for building trails above and beyond the guidelines. In those cases, make sure you clearly explain and justify your reasoning for requesting more than standard amounts. In a case where trail development or rehabilitation projects do not require the trail manager to achieve recommendations provided in this guidance and there are no environmental concerns, the application should explain and justify project circumstances. The goal of a trail manager should be to develop and rehabilitate trails so they are sustainable and manageable for years to come when routine maintenance is applied.

Some trail development or trail rehabilitation projects may only entail crowning and ditching of existing natural materials, most notably on trails that do not receive extensive use on a regular basis. When developing and rehabilitating heavily used trails, managers should consider adding a base layer of material to allow for routine trail grooming and maintenance.

“The trail design should minimize the ecological impact of the trail and should retain the trail’s basic stability and shape through time without abrupt changes, recognizing there are both the human and natural forces at work on the trail surface. The concept of sustainability also recognizes that appropriate maintenance and management are also necessary”¹

Trails will be developed and maintained in a sustainable manner to meet *Wisconsin Forestry BMPs for Water Quality* guidelines and all WDNR permit requirements, including new storm water discharge permit requirements, in an effort to prevent water runoff, soil rutting and erosion that may result in environmental degradation.

1 “So You Want to Build an ATV Trail” WDNR PUB-CF-018 2005

Presented September 29, 2016

Sustainability – For the purpose of ATV/UTV trails, the term “sustainability” is intended to mean the development of a trail surface that is maintainable. It appears evident there are no circumstances where an ATV/UTV trail can be considered sustainable without intensive maintenance. Of primary importance, trail surfaces need to be conducive to periodic grading or restoration that promotes water runoff from the trail surface and eliminates the opportunity for water flow to gain velocity, causing erosion. Trails should be built with a slight crown and appropriate ditching to allow for adequate and proper water dispersal.

Width – Trail widths should be adequate for intended uses, one-way trails can be built to a 9 foot width. It is recommended two-way trails have a 12 foot wide maintained trail running surface with 2 feet cleared on each side. Trails should be wider where turns/corners are required. Adequate width may also be dependent on slope, aspect, and visibility on curves. Please note that in most cases, total trail width must accommodate periodic maintenance equipment such as graders and dump trucks.

General Design - All trails should be developed with a crowned or sloped surface (2 – 4% slope) to direct cross flow of water off the trail surface and into adjacent vegetation. Trail design, rehabilitation and maintenance should be done in a manner preventing water from traveling parallel to trail direction. All slopes should contain drainage structures at intervals as follows:

Table 4-2. Recommended Maximum Distances Between Drainage Structures on Forest Roads and Skid Trails

| Road Grade (%) | Maximum distance between water bars (feet) | | Maximum distance between all other drainage structures (feet) | |
|----------------|--|---|---|---|
| | High Erosion Risk (most sandy soils and silt soils) | Low Erosion Risk (most rocky soils and clay soils) | High Erosion Risk (most sandy soils and silt soils) | Low Erosion Risk (most rocky soils and clay soils) |
| 0–3 | 175 | 250 | 250 | 350 |
| 4–6 | 125 | 200 | 175 | 250 |
| 7–9 | 100 | 175 | 125 | 175 |
| 10–12 | 75 | 150 | 75 | 125 |
| 13–15 | 60 | 100 | 60 | 100 |
| 16–20 | 50 | 75 | 50 | 75 |
| 21–30 | 40 | 65 | 40 | 65 |
| 30+ | 30 | 50 | 30 | 50 |

Note: Broad-based dips generally become ineffective on slopes greater than 10%.

(Table 4-2 taken from “Wisconsin’s Forestry Best Management Practices for Water Quality” – WDNR PUB FR-093 2010)

Cross drainage structures should be primarily in the form of diversion ditches but may also utilize cross drain culverts, broad based dips, or water bars.

Presented September 29, 2016

Slopes Greater than 10% - Steeper slopes should be avoided when possible. In areas where there is no other alternative, slopes should be armored with material other than gravel or native soils. 2” or larger fractured rock spread at a minimum of 4” deep is preferable.

Maximum erosion control is obtained when this material is compacted and incorporated into native soil. Mat materials or concrete blocks stacked upright are also feasible alternatives on extreme slopes. Depending on soil type, other alternatives such as 1 ½” rock to a desired depth, incorporated with appropriate amounts of gravel or other suitable material, are acceptable.

Surface Material – Trail surfaces may be crushed gravel or native soils, depending on conditions, but should provide for the ability to grade/reshape/restore the trail surface and cross

drainage patterns periodically. Consider grading trail surfaces a minimum of twice during a riding season depending on traffic load and surface materials. All trail surfaces should be adequately maintained to ensure longevity of base material and address environmental and safety concerns.

Culverts – Evaluate the entire trail project to identify areas with periodic cross-trail water flow and install appropriately sized culverts at these locations. Note that any stream crossing with a defined bed and bank will require a Chapter 30 permit for either a culvert or bridge.

Trail Rehabilitation – Trail Rehabilitation projects should be considered a major reconstruction of the trail surface and should occur at no less than 8 year intervals, with exceptions for unusual circumstances. The need for trail rehabilitation is somewhat dependent on terrain, soil type, and amount of use on a given trail. A project should be considered as rehabilitation only if a minimum of 50% of the trail segment requires significant reconstruction. Projects with less than 50% reconstruction should be considered part of annual maintenance.

Bridge Rehabilitation – Bridge rehabilitation on ATV/UTV trail systems will follow snowmobile bridge rehabilitation guidelines contained in Wisconsin's Snowmobile Trail Aids Program.

Construction/Rehabilitation Standards by Soil Type

It is highly recommended trail sponsors research and understand soil types in project areas. Consult county soil survey data or NRSC web soil data for reference in determining soil suitability for motorized use. When relying on information contained in soil survey data, keep in mind mapped soil types in an individual county or specific area may not always accurately depict actual on the ground conditions. Recreational trail projects require on-site visits and knowledgeable managers. Most ATV/UTV trail systems require soil surfaces that can accommodate vehicular traffic for adequate maintenance, this often means accommodating loaded dump trucks and graders.

When applying surface material consider the following options:

Sandy Soils – Establishment of ATV trails on native sand soils tends to result in “blown out” trails once the minimal organic layer on the surface of these soils is disturbed. Underlying soils are extremely loose and often deep, resulting in difficult and dangerous riding conditions.

Gravel surfaces are necessary on most of these soil types in order to create safe riding conditions and to minimize erosion and water quality issues.

- Trail surfaces require 6” loose / 4” compacted gravel on a majority of trail systems occurring in this soil type.
- Deep sand pockets and corners may require an underlying road fabric or geo-textile. Any fabric materials must be covered with a minimum of 10” of rock, gravel or a combination of materials.

Loamy Sand/Sandy Loam Soils – These soil categories provide a better opportunity to utilize native soils for the trail surface. These soils do, however, present a greater risk of erosion. Trail design must incorporate cross drainage and drainage structures that shed water from the trail surface before it can gain enough velocity to erode trail surfaces.

- Trail projects on these types normally allow for at least a portion of the trail to lie on native soils.
- Pockets of heavier soils, especially on the wetter end of sandy loams, will require gravel, or other suitable material, surfaces.
- Particular attention must be paid to slopes on these types
- Soil types with larger rock components may require more gravel, or other suitable material, to permit trail maintenance and grading activities.

Silt Loam/Loam/Clay Soils – These heavier soil types present special challenges. While they may support periodic motorized traffic without causing damage, sustained use on native soils may cause

rutting and soil compaction. These ruts typically become water logged and continual motorized use degrades the trail surface rapidly to the point where they become impassable.

An additional concern on these soils is once water pockets begin to form, many riders bypass the rough areas and extremely wide areas of damage rapidly develop.

- Projects on these soil types typically require a minimum of 6" loose/4" compacted finish material. Some projects may require a maximum 4" – 6" crushed stone over a 6" base course of graded rock. A maximum of 12" loose / 6" compacted is accepted for these types
- It may be more feasible on certain sites , especially those with long distance slopes (it is common to find slopes of ¼ mile or more on terminal end moraines with these soil types), to add a larger diameter crushed rock as a base layer and a lighter gravel, or other suitable material, cap over the top. Rock armoring on these slopes is intended for spot applications only and not the entire trail surface.

Hydric Soils – Hydric soils are typically considered as wetland and trail development should be considered only as a last resort. Trails on these soil types normally require wetland fill permits, either in the form of puncheon bridges or solid fill. The permit process will likely dictate the majority of trail design on these soils.

- Evaluate any alternatives to trails on hydric soils
- If crossing hydric soils is the only alternative, consult with WDNR Water Regulations Staff to determine options
- For existing trails with wetland impacts already occurring, and less than 1 acre in size, consider a wetland fill permit with geo-textile and larger crushed rock.
- For short crossing distances (generally less than 40 feet) consider a clear span bridge.
- For longer crossing distances, evaluate the use of puncheon/floating bridges.

Trail Types

Rail Road Corridors - Use existing ballast as base layer. If grading only 1-2 times per year no other material is needed. If grooming on a weekly/bi-weekly basis, consider adding 6” of gravel compacted to 4” and maintain with grooming equipment.

Multi-Use Trails - Apply a manageable base layer and follow suggested guidance contained in this document

Troute/Hybrid Trails - Apply a manageable base layer and follow suggested guidance contained in this document.